

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Plaintiff,

v.

Case No. 1:19-cv-07297-VEC

COHEN, WEISS AND SIMON LLP; DAVID R.
HOCK; JANI K. RACHELSON; and MARCELLE
J. HENRY.

Defendants.

**STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT DAVID R. HOCK
PURSUANT TO FRCP 41(a) AND FOR BINDING EFFECT OF JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiff Travelers Casualty and Surety Company of America (“Travelers”) and defendant David R. Hock (“Hock”) enter into the following stipulation:

1. Travelers issued to Cohen, Weiss and Simon LLP (the “Firm”) a 1st Choice⁺ New York Lawyers Professional Liability Policy, No. 105806447, with a policy period of July 2, 2017 to July 2, 2018 (the “Policy”).
2. Teamsters Local 1205 Welfare Fund and Teamsters Local 1205 Pension Fund (collectively, “Local 1205”) and the Joint Industry Board of the Electrical Industry (“JIBEI”) have asserted a number of legal malpractice claims against Hock, the Firm and others arising out of their alleged errors and omissions in connection with their representation of Local 1205 and JIBEI in various collection matters (the “Underlying Claims”).
3. On August 5, 2019, Travelers filed this action against the Firm, Hock, Jani K. Rachelson and Marcelle J. Henry (collectively, the “Defendants”) seeking rescission of the

Policy and a declaration that Travelers has no obligation to defend and indemnify the Defendants in connection with the Underlying Claims, or any other claims submitted under the Policy.

4. Travelers and Hock stipulate and agree that Hock shall be fully bound by any judgment for rescission of the Policy, and any declaration that Travelers has no obligation to defend or indemnify any Defendant against any claim or action asserted against any Defendant, including the Underlying Claims, as if Hock had remained a party to this action and litigated all matters through judgment. Any judgment for rescission of the Policy, and any declaration that Travelers is not required to defend or indemnify any Defendant for any claim or action asserted against any Defendant, entered in this action shall satisfy all requirements for the application of the doctrines of collateral estoppel, *res judicata*, issue preclusion and/or claim preclusion so as to preclude and bar any claim by or on behalf of Hock, and his agents or successors-in-interest, for coverage under, or payment from, the Policy.

5. In light of Hock's stipulation and agreement to be bound, as set forth in paragraph 4 of this Stipulation, Travelers and Hock hereby stipulate and agree to the dismissal of Hock, only, in this action, pursuant to FRCP 41(a) and without prejudice, with each party bearing its own costs, expenses and attorneys' fees.

6. This Stipulation shall not operate as a dismissal of any other parties or claims in this action, and Travelers' Complaint for Rescission and Declaratory Judgment shall remain pending as to all remaining defendants.

(SIGNATURE PAGE FOLLOWS)

SO STIPULATED this 17 day of November, 2019:

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